Message Manager

Folder: New Messages

Page: 1

System: 165.135.210.45

sec fax,sec, 4181087 --- Time Printed: 02-16-2007 10:57:23

From: Media: 2153489458 Fax 11 pages

Subject:

Status:

Received:

03:41 PM 02/15/07

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RE _IVED & INSPECTED

FEB 1 5 2007

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Administrative Office 150 South Pine Street, Doylcstown, PA 18901 Phone 215.348.0332 Fax 215.348.4760 ExecutiveDirector@buckslib.org

Martina Kominiarek, Executive Director

TELEFACSIMILE TRANSMISSION REPORT

Please deliver to the person listed as soon as possible. Thank you.

RECEIVED & INSPECTED

FEB 1 5 2007

FCC - MAILROOM

FROM: Jav	ier Lanchang, System Services Director 215.348.0332, ext. 1103 (lanchangi@buckslib.org)
TO:FC	
LOCATION:	
FAX NUMBER:	(202) 418-0187
_DATE:	February 15, 2007 PAGES (including cover): 11
COMMENTS:	Attachments: Request for Review Letter to FCC
	Internet Provider Contract
	USAC letter being appealed
	· · · · · · · · · · · · · · · · · · ·

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED.

01/26/05 rev.



Administrative Office

150 South Pine Street, Doylestown PA, 18901 Phone 215.348.0332 Fax 215.348.4760 ExecutiveDirector@buckslib.org

Martina Kominiarek, Executive Director

District Library Center, Doylestown 150 South Fine Street Doylestown 18901 215.348.9081

FCC Office of the Secretary 445 12th Street SW Washington, DC 20554

Dear FCC,

RECEIVED & INSPECTED

FEB 1 5 2007

FCC - MAILROOM

Levittown

7311 New Falls Road Govt. Service Complex Levittown 19055 215,949,2324

The Bucks County Free Library is REQUESTING FOR REVIEW:

Please refer to CC Docket No. 96-45 and CC Docket No. 02-6 Funding Request Number # 1463385 Billed Entity Name: Bucks County Free Library Billed Entity # 126056 471 Application # 1463385

Bensalem

3700 Hulmeville Road Bensalsm 19020 215,638,2031

.

The 471 application is for services to connect the Bucks County Free Library sites together. The funding request # 1463385 is a request for internet service at each of our sites, which internally the library is using virtual private networking technology to connect the sites together. Thus, internet service is then being used to connect the libraries together creating a virtual WAN.

James A. Michener, Quakertown 401 W. Mill Street Quakertown 18951 215.538.3306

In the 471 application, the category of service was inadvertently marked as a telecommunications service. This was a ministerial error which should not result in a funding denial. In our response to the initial denial, we did state that this should have been selected as an internet service provider and that it was to be used to "connect the libraries together".

Pennwood, Langhorne 301 South Pine Street Langhorne 19047 215,757.2510

......

.....

Attached is the contract with the internet service provider which directly pertains to this funding request.

Thank you for your consideration to this matter. I hope this explanation results in funding and clarifies the situation.

Samuel Pierce, Perkagie 491 Arthur Avenue

Perkasie 18944 215,257.9718

Javier Lanchang

Sincerely.

System Services Director lanchangi@buckslib.org

Yardley-Lower Makefield 1080 Edgewood Road Yardley 19067 215,493,9020

215.348.0332, x1103 Fax: 215.348.9458



Your complete technology services provider

9810 Ashton Road - Philadelphia, PA 19114 - Phone: 215 259:2100 - 800 825 5710 - Fax: 215 259:2199 - Web: voicenet-com

February 16, 2006

Bucks County Free Library 150 South Pine Street Doylestown, PA 18901

ATTENTION: KYLE WEIR

RE: DEDICATED INTERNET SERVICES ORDERS SPEEDLINE DSL SERVICES ORDERS

Dear Mr. Weir:

Thank you for choosing Voicenet for your Internet needs Enclosed you will find copies of the executed Dedicated Internet Services Orders and Speedline DSL Services Orders for your records.

Sincerely,

NANCY BROADBELT
Voicenet Administration

Enclosure



SPEEDLINE DSL SERVICES ORDER

9810 Ashton Rd. Philadelph (ALL ORI	ia, PA 19114 • Voice DERS SUBJECT TO CR	215.259.2 EDIT APPR	100 • FAX 215.259: OVAL)	2199 Date 2-6-06		
Customer Name			Customer Contact	-		
Bucks County Free Library			Kyle Welr			
Billing Address	· ·		Installation Address			
150 South Pine Street			615 Easton R	toad .		
Billing Address		· · · · · · · · · · · · · · · · · · ·	City	State Zip		
	•		Riegelsville	PA 18077		
City	State	Zip	Installation Phone N	omber -		
Doylestown	PA	18901	610-749-2357	7		
Phone	<u> </u>		Desired Installation	Date		
215-348-1256			1/1/07			
Fax Number		W-1	Sales Representative			
215-348-4760			House	<u> . </u>		
Term .			Sales I'ax Examption	u X Yes No		
Month-to Month			(Sake Tex Exemptio	" · []		
			TARRE TAY THE WATER	A & Actual WANNIANT ANT.		
SERVICES ORDER		•	. ,			
Product	*Speed	Business	s Silver -10 Busin	ess Gold 25 Residential		
Speedline	Up to:1 5/384K					
DESCRIPTI	ON	ONE-	TIME CHARGE	MONTHLY RECURBING CHARGE		
SERVICE						
Complete Office DSL		\$0.00		\$79.95		
EQUIPMENT						
DSL Equipment	•	\$149.95		\$0.00		
INSTALLATION		<u> </u>	•			
Equipment Set-Up Fee		\$0.00		\$0.00		
OPTIONS						
DSL availability subject	t to change					
prior to desired installa	tion date					
**YOICENET TO	TAL CHARGES	\$149.9	5	\$79.95		
	1	41,44	<u> </u>			
EXISTING IP ADDRESS:	YES	X NO	o '			
	ÈW DOMAIN:		NO DOMA	IN:		
SECONDARY DNS:	NBINEWS:	YES	NO X	VN NO.		
CUSTOMER HEREBY ORDER	S FROM VOICENET	, pursuant t	o the terms and condit	ions set forth up the reverse side kercof, the		
products and services aforementi month following installation of se	oned for the locations	and tei pus	pecified in this order.	The terms begin on the first day of the		
" Unspecified Bite Rate as describ	bed under Service clas	se on the re	verse side bareof .			
**Included only Voicenet charges	And not governments	traces and	FOREED TO BY:	DATEO		
/ THURCE OF	11/2/ 01/10	1616		56 15 Keb 06		
NAME and TITLE	otione	•	NAME and TITLE	innels Espansible Director		
Ron Power, VP of Oper	aแบทธ		i iviaruna Komini	iarek, Executive Director		

dsiacateway network to network master agreement

This Network to Notwork Master Agreement and Volcenet a Services Agreement (Sectionafter collectively Agreement) establishes the terms and conditions under which Voietnet will provide services to Customer

- I Internet Ascess: Voicement agrees to provide to Customer access to the Internet through Voicemet a backbone. Any and all access to or through other networks via Voicemet including but not limited to DSI providers that may be providing a segment of your circuit roust also be in compliance with and are subject to all policies and rules of those
- 2. Duties and Restrictions of Customer: Customer spaces to use Voiconet's services only for leaving purposes. Customer further agrees that all telephone service and connection charges from Customer's location to Voiconet's point of presence are the sole responsibility of Customer. Any quartes or estimates of these charges by Voicenet were for discussion purposes only and must not be refled upon by Customer. It is Customer's sole responsibility to determine the amount of these charges directly from their local customer as specifically ser forth for the Service Order. Customer also acknowledges that Customer is responsible for providing the necessary handware and software to connect to the services provided by Voicenet. Customer understands that Voicenet are internet secess provider and that Voicenet does not necessary to the service provided by Voicenet and software to connect whoseever over the content of any information or data passing through it. In addition no expectationies or warranties of any kind whatsoover are made by Voicenet according the accuracy, reliability, fitness or logality of the information or data.

 Section 2. The section of the section o
- 3 Service: a) Talaphone access to technical support for network outages. As part of the technical support, Voicenet will use its best efforts to identify the source of the network outage and will notify the appropriate party; (b) If the outage is due to Voicenet's equipment, same will be remedied in Voicenet's own cost as quickly as is reasonable under the circumstances; and (a) If it is determined that all systems and equipment furnished by Voicenet are functioning properly, and that the problem access from some other under the discussioners and (a) If it is determined that all systems and equipment tunnipled by Verennet are uncovering properly, and that the grower more from some ouncernance. Verennet shall recover labor and unturnials cont for services estably performed at Verennet as the current rule. Customer modestands and agrees, however, that DSI is an unspecified bit rare bast-effort service that is highly-dependent on your location and the condition of the wire circuit between your location and the relophone central office.

 As such, there cannot be quality of service or throughput guarantees.

 Assess: Customer agrees to provide Velected with 24 hours per day remote access to Customer a router including specifically, but not knoted to SNMP. Customer further

agrees to provide Voicepat with access to its physical facilities and telephone domarculion location as reason ably req

Assistment: Customer shall mailten excite its rights under this Agreement to any third party nor result or permit any third party access to or use of the services being provided by Volcenet hereum

Tents: This Agreement shall have a term of 1 month(s) from the date of the accepted Service Order. Thereafter, this Agreement shall entomatically renew on a month-to-month basis until either party informs the other party, in second with paragraph 17, of a desire to terminate at least 45 days prior to the end of the three current term 7. Concellation: If the contents and the content before installation course, Voicenet will charge the customer a \$49.00 concellation fee. In addition, Voicenet will pass as to the ensteamer all third-party fees heart of the three current series in the content of the con

the local containing courier consolitation fees and or disconnect fies, plus any lost promotional, marketing or sales incentive monitor. If for any reason the DSI circuit provider concells or noterially alters the terms under which its chesist is being provided to you analysr Voicement them, if that event Voicement reserves the right to cancel this Agreement without any further obligation by you or Voicement to the other Failure to give the 45 days notice of termination sat forth in paragraph 6 will result in Customer heing charged for an additional term of service. Notice of cancellation by Customer must be in accordance with the requirements of paragraph 6 will result in Customer heing charged for an additional term of service. Notice of cancellation by Customer must be in accordance with the requirement of paragraph 7?

5. Rates: Customer agrees to pay Voicement the rates are from time to time by Voicement for contracts with a fixed term of 12 months or longer, these rates shall remain constant during the senior term. If the contract is for a term shorter than 12 months then in that event. Voicement reserves the right to change its must at any time, upon thirty

(30) days written notice to Contomer. During this thirty (30) day period. Contomer may cancel its subscription by giving written notice of cancellation to Voicemet. The

since of such written notification shall be deemed to be Captoner's agreement to the new rate

Payment: Installation charges and one month's fee are required to be paid at the time of encention of the Service Order. The installation charge and first month's fee are 9 Payment: Installation charges and one month's for are required to be paid at the time of execution of the Service Order. The installation charge and test month's for are communicable. Customers saying by credit card specifically authorize Voicemet to automatically charges their credit card account each month for the amount due Voicemet. All bills are the when received. There will be a thirty (20) day period before the imposition of late charges. A late charge of 1-1/25 per menth will amountately be added to Customer's bill if payment is received more than thirty (30) days after due. In addition to the late charge. Voicemet shall be permitted to interrupt the service to Customer if the fee is not received within forty-five (45) days of the due date. If service is interrupted due to nonpayment and if Voicemet in he sole discretion elects to restore service than, in that event, a restoration charge in addition to payment of all outstanding fleet and charges will be required.

10. Target and Government Foss; All governmental toxics and feet imposed on the services or products provided shall be the responsibility of Customer. Said toxes and feet are in addition to the charges per farth and, as the option of Voicenet, may either be collected by Voicenet or paid directly by Customer to the approprious authority.

1. The installation to the charges per farth and, as the option of Voicenet, may either be collected by Voicenet or paid directly by Customer to the approprious authority.

Terminations Voicenet abult be permitted to terminate this Agreement upon branch of any of its terms or conditions by Customer. The termination shall be effective

receipt by Customer of partification of termination 12. Limitation of Libbility: 3) DN NO Event seall voicenet, 118 searcholders, directors, officers, engloyees, or agents (voicenet orque) be liable to customer for any indirect, special, consequential economic damages, lost profits or any other damages incliding personal indirector death, arising out of, or in any way related to this agreement or in any way related to the INCLIDING PERSONAL INUTRY OR DEATH, ARBING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR IN ANY WAY RELATED TO THE PAILURE OF VOICEMENT TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, CUSTOMER AGREES AND UNDERSTANDS THAT VOICEMENT OR OUT HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO SERVICE INTERRUPTION, NETWORK SECURITY, OR INFORMATION ON THE INTERNET. SHOULD ANY PAILURE OF PERFORMANCE BY VOICEMENT CONTINUE FOR TEN (10) OR MOSE DAYS, CUSTOMER SHALL BE PERMITTED TO TERMINIZE THIS AGREEMENT, UPON WHICH THIS AGREEMENT SHALL BE NILL AND VOID AND THE PARTIES SHALL HAVE NO FURTHER RESPONSIBILITY TO GACE OTHER; AND (6) VOICEMENT GROUP SHALL NOT DE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER IN ANY WAY RELATED TO THIS AGREEMENT. BY WAY OF EXAMPLE THIS INCLUDES, BUT IS NOT IDMITED TO NETWORK SECURITY, LOSS OF DATA AND B-MAIL, RESULTING FROM DELAYS, NORDELY PRIES, WRONG DELIVERES AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY VOICEMENT, INS. SFARSHOLDERS, DIRECTORS, OFFICERS EMPLOYEES OR AGENTS EVEN IF DUE TO THEIR OWN NEGLIGENCE OR DUE TO ANY ACT OR OMISSION OF THE CUSTOMER OR ANY THIRD FARTY.

Indemnation and Molt Harmings: Customer agrees to informatify and hold harmings the Voiconet Group (hereinafter VO) from any and all claims the

15. International principles of this service provided by Variance. VG shall not be liable under any theory for protection from any unusine section of Customer's property, even if resulting from the VG's negligence. This indemnification and hold farmless section shall include all responsible attenues? See, costs and expenses incurred by VG.

14. Disclaimer of Representations and Warranties: Voicenet disclaims any and all representations, warranties, express or implied, including by way of example that is not exclusive, those concerning availability, accuracy or content of information, products or services; third party software; and merchantability of litness for a particular perpose of the parties arising out of or its any way related to this Agreement including its execution shall be the parties arising out of or its any way related to this Agreement including its execution shall.

15 Governing Low: All displaces, commonwester, elaisse-or differences between the parties arising our of or in any way related to this Agreement including the accounts aball be governed by the base of the Commonwester, elaissylvania without regard to say conflict of law provisions.

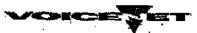
16. Juniphicition and Verings Juniphician and wome of all disputes shall be exclusively in the Court of law provisions.

17. Notice: For purposes of this Agreement, notice shall be considered that Agreement, control of purposes of this Agreement, notice shall be considered to have been notived by Customer as follows: (1) upon head delivery; (2) within thirty minutes after same is facted or sent by e-mail Monday through Friday 9:00 a.m. through 5:00 p.m.; and (3) 48 hours after same is phesed in the U.S. Mail. All notices of non-removal or cancellation by Customer must be in writing sent by certified mail to: Voicent 9810 Astron Road, Philadelphia, PA. 1914.

18. Anthority: Both person excepting this Agreement on behalf of Customer represents and warrants that he or she has been fully empowered to do so and that all necessary corporate actions (if any) required for the exception of agreements have been taken.

19. Entire Agreement: This Agreement was applicable Sarvice Order and Voicente's Access Sarvice Agreement hund as www.voicene.com/Access.html. sets forth the entire understanding between the perties. Except for the Access Services Agreement which Customer schoowledges may be amended from time to time, the Agreement whether one or in writing must be exceeded or modified except in writing and such writing must be exceeded by both porties. This Agreement supersedes my and all prior agreements whether one or in writing

CUSTOMER HEREEY ORDERS FROM VOICENEY, pursuant to the terms and	conditions hereal, the products and services aforementioned for the location and
terms specified in this order. The terms begin on the first day of the month follows	ng installation of services or equipment.
ACCEPTATORY VOICENCE	ACRESD TO BY:
16/26 1 16/26	I'M Y' MCL I C CAL AL
June 1000 Alla	
- Marie and III. S	NAME and TITLE
Ron Power, VP of Operations	Martina Kominiarek, Executive Director



SPEEDLINE DSL SERVICES ORDER

9810 Ashton Rd. Philadelphia, PA 19114 • Voice	e 215.259.2	100 • FAX 215.259:	2199 Detc
(ALL ÖRDÉRS SUBJECT TO CR	EDIT APPR	OV/L)	2-6-06
Customer Name		Customer Contact	
Bucks County Free Library		Kyle Weir	
Billing Address		Installation Address	
150 South Pine Street		300 North Pe	nnsylvania Avenue
Billing Address	•	City	State Zip
		Morrisville	PA 19067
City State	Zip	Installation Phone N	
Doylestown PA	18901	215-295-4850	.
Phone		Desired Installation Date	
215-348-1256		1/1/07	
Fax Number		Salos Representative	
215-348-4760		House	<u>_</u>
Tem	·	Sales Iax Exemption	u X Yes No
Month-to Month		(Sales Igx Exemptio	^
	***************************************	1 Course VAV SPERINDED	n a vino sectiones)
SERVICES ORDER			
Product *Speed	Brainace	Silver -10 Busin	ness Gold - 25 Residential
Speedline Up to: 1.5/384K	Dusiness	Shvet-10 Bish	Jess Gold - 25 Keskielitaa
DESCRIPTION	ONE-1	TME CHARGE	MONTHLY RECURRING CHARGE
SERVICE	 		
Complete Office DSL	\$0.00	•	\$79.95
EQUIPMENT	-	·	
DSL Equipment	\$149.95	5	\$0.00
INSTALLATION			
Equipment Set-Up Fee	\$0.00		\$0.00
	40.00	· · · _ ·	<u> </u>
оэттомя. DSL availability subject to change			
prior to desired installation date	}		
him a doubt a maintanon data			
**VOICENET TOTAL CHARGES	-		
AACTIO TOTAL COURGES	\$149.95	5	\$79.95
EXISTING IP ADDRESS: YES	x NC		
EXISTING IP ADDRESS: YES PRIMARY DNS: NEW DOMAIN:	x NO		
PRIMARY DNS: NEW DOMAIN: SECONDARY DNS: NEINEWS:	YES X	NO DOMA	VN NO.
PRIMARY DNS: NEW DOMAIN: SECONDARY DNS: NEI NEWS: CUSTOMER HEREBY ORDERS FROM VOICENET products and services aforementioned for the locations	YES x YES	NO DOMA	VN NO.
PRIMARY DNS: NEW DOMAIN: SECONDARY DNS: NEINEWS: CUSTOMER HEREBY ORDERS FROM VOICENET products and services aforementioned for the locations month following installation of services or equipment * Unspecified Bite Rate as described under Service class	YES YES pursuant to and terms s	NO DOMA NO x the terms and condit pecified in this order. verse side hereof.	VN NO.
PRIMARY DNS: NEW DOMAIN: SECONDARY DNS: NEINEWS: CUSTOMER HEREBY ORDERS FROM VOICENET products and services aforementioned for the locations month folloying installation of services or equipment "Unspecified Bite Rate as described gader Service class "Includes only Voicenet charges and not governmentate	YES YES pursuant to and terms s	NO DOMA NO x the terms and condit pecified in this order. verse side hereof.	VN NO. ions set forth on the reverse side hereof, the The terms begin on the first day of the
PRIMARY DNS: NEW DOMAIN: SECONDARY DNS: NEINEWS: CUSTOMER HEREBY ORDERS FROM VOICENET products and services aforementioned for the locations month folloying installation of services or equipment "Unspecified Bite Rate as described garder Service class	YES YES pursuant to and terms s	NO DOMA NO x the terms and condit pecified in this order. verse side hereof.	VN NO.
PRIMARY DNS: NEW DOMAIN: SECONDARY DNS: NET NEWS: CUSTOMER HEREBY ORDERS FROM VOICENET products and services aforementioned for the locations month folloying installation of services or equipment "Unipecified Bits Rate as described under Service class actions only Voicenet charges and not governmenta ACCEPTED BY MORRISE	YES YES pursuant to and terms s	NO DOMA NO X the terms and condit pedified in this order. verse side hereof. cos. NAME and TITLE	VN NO. ions set forth on the reverse side hereof, the The terms begin on the first day of the

DSLIGATEWAY NETWORK TO NETWORK MASTER AGREEMENT

This Natwork to Notwork Master Agreement and Voicemet a Services Agreement (hereignfler collectively 'Agreement) establishes the terms and conditions under which Voicement will provide services to Costomer

- 1 Internet Access Voicenet agrees to provide to Customer access to the Internet through Voicenet a backbone. Any and all access to or through other networks via Voicenet including but not limited to DSI providers that may be providing a regiment of your circuit must also be in compliance with and are subject to all policies and rules of those
- 2. <u>Daties and Regrictions of Contoness</u> Customer agrees to use Volcener's services only for bardial purposes. Customer further agrees that all talephone service and expectation diarges from Customer's location to Volcenet's print of presence are the sole responsibility of Customer. Any quotes or estimates of these charges by Volcenet were far discussion purposes only and must not be relied upon by Customer's sole responsibility to detarmine the amount of these charges directly from their local exchange contier. Except as specifically set forth for the Service Order. Customer also acknowledges that Contomer is responsible for providing the necessary hardware and software to connect to the services provided by Voicemet. Customer understands that Voicemet is noting solely as an internet access provider and that Voicemet does not ntise any control what over ever the content of any information or data passing through it in addition no representations or warranties of any kind whether Volcaner concerning the accuracy, reliability, fitness or legality of the information or data.
- by volcener concerning no accessor, responser, inness or segunty or me maximum or case.

 3. Service: a) Telephone access to technical support for network curages. As part of the technical support, Volcenet will use its best efforts to identify the source of the network curage and will notify the appropriate party. (b) If the entage is due to Volcenet's equipment, same will be remodeled at Volcenet's own cost as quickly as is reasonable under the circumstances; and (c) If it is determined that all systems and equipment immisted by Volcenet are functioning properly, and that the problem access from some other cases, Volcenet shall recover labor and materials cost for services sexually performed at Volcenet's then entered true. Customer understands and agrees, however, that DSL is an unspecified bit rate best effort zervice test is highly dependent on your location and the condition of the wire circuit between your location and the telephone central office As such, there exemple to quarity of service or throughput guarantees

 4. Access: Customer agrees to provide Voicenet with 24 hours per day remote scores to Customer's router including specifically, but not limited to SNMP Customer further
- rate to provide Voicener with screes to its physical facilities and telephone demarkation location as reasonably required by Voicener design its nights mader this Agraement to any third party nor resell or permit any third party access to or use of the services being wided by Voicener bereauder.
- 6. Term: This Agreement shall have a term of _____ month(s) from the date of the accepted Servins Order. Thereafter, this Agreement shall successfully renew on a month-to-month basis until either perty informs the other party, in accord with paragraph 17, of a desire to terminate at least 45 days prior to the end of the then current term?

 7. Conceilstions: If the currents reneals the contract before installation occars, Voicenct will change the ensteamer a \$49 CO emergination for In addition, Voicenct will present to the customer all third-party fees moursed by Voicenct due to the customer cancellation of the contract. Additional cancellation fees could include, but are not limited to on to the customer at unite-party meas meaned by Volcener out to the customer cancelization of the contract. Admitted absolution feet and or discomment fore, plus may lest promotional, marketing or anjew incoming monitor. If the may reason the DSL circuit provider cancels or materially afters the terms under which its circuit is being provided to you end/or Volcenet thes, in that event Volcenet resorves the right to cancel this Agreement without any further obligation by you or Volcenet to the other. Failure to give the 45 days action of remination not forth in paintraph 6, will result in Customer being charged for an additional term of service. Notice of equivalent by Customer must be in accordance with the requirements of pangraph 17.

 8. Rates: Customer agrees to pay Volcenet the rates set from time to time by Volcenet with the requirements of pangraph 1 norths or longer, these rates shall remain contains during the eithe term. If the comment is for a term shorter than 12 months that event Volcenet reserves the right to change its rates at any time, upon thirty (30) days written notification shall be deemed to be Contomer may cancel its subscription by giving written notices of cancellation to Volcenet. The absence of such written notification shall be deemed to be Contomer's agreement to the new term. It statistically on the rest and our promised to the new term.
- absence of such written notification shall be deemed to be Cortomer's agreement to the new rate:

 Payment: Installation charges and one mouth a few are required to be paid at the time of seneution of the Service Order. The installation charge and first month a few are nonrelandable. Charteners paying by credit ourd specifically authorize Voicenet to automatically charge their credit cand account such month for the amount due Voicenet. All bills are due when received. There will be a thirty (30) days after due. In addition to the late charges. A late charge of 1-1/2% per month will automatically be mided to Customer in bill if payment is received more than thirty (30) days after due. In addition to the late charge, Voicenet shall be permitted to increase the survice to Customer if the few is not received within forty-five (45) days of the due date. If service is interrupted due to nonpayment and if Voicenet in its sole discretion elects to restore service than in that event, a restoration charge in addition to payment of all outstanding bees and charges will be required.

 10. Taxes and Government Fees; All governmental taxes and fees imposed on the services or products provided shall be the responsibility of Customer. Said taxes and fees are its addition to the charges set forth and, at the option of Voicenet, may either be collected by Voicenet and the Customer to the appropriate unbrilly be effective.
- The addition of the designs set form and, at the option of voicenes, may extent be collected by voicenes of the option of the designs of the design of the d FAILURE OF VOICENET TO PERFORM ITS CALICATIONS UNDER THIS AGREEMENT. CUSTOMER AGREES AND UNDERSTANDS THAT VOICENET GROUP HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO SERVICE INTERRUPTION, NETWORK SECURITY, OR INFORMATION ON THE INTERNET. SHOULD ANY FAILURE OF PERFORMANCE BY VOICENET CONTINUE FOR THE (10) OR MORE DAYS, CUSTOMER SHALL BE PERMITTED THE INTERNET. SHOULD ANY FAILURE OF PERFORMANCE BY VOICENET CONTRUE FOR TEN (19) OR MORE DAYS, CUSTOMER SHALL SE PERMITTED TO TERMINATE THIS AGREEMENT UPON WHICH THIS AGREEMENT SHALL BE NULL AND YOU AND THE PARTIES SHALL HAVE NO FURTHER RESPONSIBLE FOR ANY TO EACH OTHER, AND (6) VOICENET GROUP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES SHALL HAVE NO FURTHER IN ANY WAY RELATED TO THIS AGREEMENT. BY WAY OF EXAMPLE THIS INCLUDES, BUT IS NOT TRAITED TO NETWORK SECURITY, LOSS OF DATA AND BUT HAVE BUT THE FORM DELAYS, NONDELIVERIES, WRONG DELIVERIES AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY VOICENET, ITS SHAREHOLLERS, DIRECTORS, OFFICERS, BAPLOYEES OR AGENTS EVEN IF DUE TO THEIR OWN NEGLIGENCE OR DUE TO ANY ACT OR OMISSION OF THE CUSTOMER OR ANY THERD PARTY.
- 13. Indemnification and Hold Harmiers: Customer agrees to indemnify and hold harmiers the Voicenst Group (hereinafter 'VG') from any and all claims that my saise as a result of Customer's are of this service provided by Voicenst 'VG shall not be liable under any theory for protection from any unsubdivined access of Customer's property, even if resulting from the VG's negligence. This indemnification and hold harmiers access a harming from the VG's negligence. This indemnification and hold harmiers access a harming from the VG's negligence. This indemnification and hold harmiers access a harming from the VG's negligence.
- even if resisting from the VG's negligence. This indepentation and hold harmless section thall include all rensentations are section and expenses incurred by VG.

 14. Biologimen of Representations and Warranties; Voicenset dischains any and all representations, warranties, expense or implied, including by way of controls that is not exchaine, those concerning availability, clearancy or content of information, products or services; third party software; and merchantability or fitness for a particular purpose.

 15. Governine Large All disputes, controversite, chains or differences between the parties arising out of or in any way release to this Agreement, including its exceeding shall be governed by the laws of the Commonwealth of Punnsylvania without regard to any condict of low provisions.

 16. Arthetistion and Vegue, Jurisdiction and wome of all disputes shall be excludingly in the Court of Coopmon Plens for Philadelphia County, Pennsylvania or the United States District Court for the States District Court for the States District Court for the States and purisdiction.

 17. Notices For purposes of this Agreement, notice shall be conclusively deemed to have been received by Customer as follows: (1) upon hard delivery; (2) within thirty related to the street is faced or stant by o-mail Monday through Priday 9:00 a.m. through 5:00 p.m.; and (3) 48 hours after same is placed in the U.S. Mail. All notices of non-renewal or cancellation by Customer must be in writing sent by certified mail to. Voicener 93:10 Author Read, Philadelphia, P.A. 19114

 18. Authority: Each person executing this Agreement on behalf of Customer represents and warnous that he or she has been fally amprovered to do so and that all necessary commons actions (if my) neoured for the quantity of organization of presentents have been taken.
- 16. Authorize: Each person executing that Agreement of penalty of Castomer represents and wanned that he or she has seen miny amprovement to do so she that he cases companies have been taken.

 19. Entire Agreement: This Agreement say applicable Service Order and Velocate's Access Service Agreement found at wann relicing to the Agreement and the entire understanding between the parties. Except for the Access Services Agreement which Customer acknowledges may be amended from time to time, the Agreement shall not be amended or modified except in writing and such weight asset be executed by both parties. This Agreement supersodes any and all prior agreements whether onal or in writing

CUSIOMER BERREY ORDERS SHOM VOICENET, pursuant to the terms and terms specifically this order. The terms begin in the first they of the grouth follow	conditions hereof, the products and services aforementioned (as the location and ing lessalization of services or equipment.
Jonald Journ 2/15/06	A COLOGIC TRANSPORT
Ron Power, VP of Operations	Martina Kominiarek, Executive Director

10177-5-11/05



DEDICATED INTERNET SERVICES ORDER BUNDLED

			DOMDE
9810 Ashton Rd., Philadelphia, PA 19114 • Voice 21 (ALL ORDERS SUBJECT TO CREDI	5-259-2100 • Fax 215 2: TAPPROVAL)	59 2199 Date 2	/8/06
Customer Name	Customer Conta	ot	
Bucks County Free Library	Kyle Welr		
Billing Address	Installation Add	r#6\$	
150 South Pine Street	Same		
Billing Address	City	· · · · · · · · · · · · · · · · · · ·	State Zip
1	Same		-
il	ip Installation Phor	e Number	, , , , , , , , , , , , , , , , , , ,
Doylestown . PA 189	01		·
Phone	Desired Installat		
215.348.1256	January 1,	•	
Fax Number	Sales Represents	tive	
215.348.4760	House -	· ,	
Term.	Sales Tax Exem;	ntion: X Yes	No
5 1/2 Years	(Sales Tex Exem	ption Form Required	,
		•	
LOCAL ACCESS (Paid by customer directly to	provider) Point to	point Frame	Relay ISDN DSL
Provider Speed Estimate	d Installation charge	Estimated Monthly	Requiring Charges
VOICENET CHARGES	INSTALLATION	MONTHLY R	ECURRING CHARGE
Fiber connectivity for Doylestown,		\$8,510.00	
Bensalem, Levittown & Yardley			
TOTAL VOICENET CHARGES	\$0.00	\$8,510 00	
EQUIPMEN	Τ.		COST
	•		
	·		
	· · · · · · · · · · · · · · · · · · ·	AL EQUIPMENT	\$0.00
EXISTING IP ADDRESS: NO YES:	****	NO SO DALITIMA	190:00
Primary DNS NEW DOMAIN: NO	YES - DOMAIN:		
	NO VN NUMBER		
CUSTOMER HERBY ORDERS FROM VOICENET, pur aforementioned for the locations and ferms specified in this of services or equipment.	suant to the terms and cor order. The terms begin or	editions bereof, the a the first day of the	rnouth following installation
ACCEPTED BY VOICENET:	AGREED TO BY	00	DATE:
- Market	MY V	<u>~~~~~~</u>	1016606
NAME and TRIB	NAME and TITLE		Maria Dimentari
Carmen A. DiCamillo, President	wamna Kon	iniarek, Execu	IDVE DIRECTOR

DEDICATED NETWORK TO NETWORK MASTER AGREEMENT
This Network to Network Master Agreement (hereinafter "Agreement") establishes the terms and conditions under which Voicenet will provide services to Customer 1 Intertee Architecture Voicenet agrees to provide to Customer access to the Internet through Voicenet's backbons. Any and all access to other networks via Voicenet
must also be in compliance with all policies and rules of those networks 2. Dation and Restrictions of Customer Surveys to use Voiceast 8 services only for lawful purposes. Customer further agrees that all telephone service.
and connection charges from Customer's location to Volcenet's point of presence are the sole responsibility of Customer. Any quotes or estimates of these charges by Volcenet were for discussion purposes only and must not be relied upon by Customer. It is Customer's sole responsibility to determine the amount of these
charges directly from their local exchange carrier Except as specifically set forth for the Service Order, Customer also acknowledges that Customer is responsible
for providing the necessary hardware and software to connect to the services provided by Volcanet. Customer understands that Volcanet is acting solely as an Internet access provider and that Volcanet does not exercise any control whatsoever over the content of any information or data passing through it. In addition, no
representations or warranties of any kind whatsoever are made by Voicenet concerning the accuracy, reliability, fitness or legality of the information or data
3 Service: a) Voicents will provide 24 hours per day talephone access to technical support for network outages. As part of the technical support, Voicenet will use its best efforts to identify the source of the network outage and will notify the appropriate party. (b) At Customer's request, Voicenet will respond on-size to
Customer's report of network outage. If it is determined that all systems and equipment flumined by Voicenet are functioning properly, and that the problem arese
from some other came, Voicenet shall redever labor and materials cost for services actually performed at Voicenet is then current rate; and c) If the outage is due to Voicenet's equipment; same will be remedied at Voicenet's own cost as quickly as is resconable under the circumstances
4. Access: Customer agrees to provide Voicenet with 24 hours per day remote access to Customer's router including specifically, but not limited to, SNMP
Customer further agrees to provide Voicenet with secess to its physical facilities and telephone demanation location as reasonably required by Voicenet in order to provide the services becaused
5 Assignment: Customer shall neither assign its rights under this Agreement to any third party nor resell or permit any third party access to or use of the services
being provided by Voicemet hereunder 6 Term: This Agreement shall have a term of 5 1/2 years from the date of the accepted Service Order. This Agreement shall automatically
renew for additional terms of equal duration unless either party informs the other party of a desire to terminate at least thirty (10) days prior to the end of the then
Content term. 7 Rates: Customer agrees to pay Voicenet the rates set from time to time by Voicenet. For contracts with a fixed term of 12 months or longer, these rates shall
remain constant during the entire term. If the contract is for a term shorter than 12 months then, in that event, Voicenet reserves the right to change its rates at any
time, upon thirty (30) days written notice to Customer. During this thirty (30) day period, Customer may cancel its subscription by giving written notice of cancellation to Volcecet. The absence of such written notification shall be dearsed to be Customer's agreement to the new rate.
3 Farment: Installation charges and one mouth's fee are required to be pedd at the time of exception of the Service Order. The installation charge and first
mounts's fee on nonrefundable. Customers paying by credit card specifically authorize Voicenet to automatically charge their credit card account each mount for the amount due Voicenet. All bills are due when received. There will be a thirty (30) day period before the imposition of late charges. A late charge of l-1/2% per
month will antomatically be added to Customer's bill if payment is received more than thirty (30) days after due. In addition to the late charge, Voicenet shall be
permitted to interrupt the service to Customer if the fee is not received within furly-five (45) days of the due date. If service is interrupted due to nonpayment and if Volcenet in its sole discretion elects to restore service then, in that event, a restoration charge in addition to payment of all outstanding fees and charges will be
tadhiring
9. Taxes and Government Fees: All applicable taxes and fees imposed by any governmental agency on the services or products provided shall be the responsibility of Customer. Said taxes and fees are in addition to the charges set forth and at the option of Volcanet, may either be collected by Volcanet or paid directly by
Constorment to the suppressing authority
.10. <u>Termination</u> : Voicenet shall be permitted to terminate this Agreement upon breach of any of its terms or conditions by Customer. The termination shall be affective upon receipt by Customer of notification of termination.
11 Limitation of Limbitar a) in no event shall voicened, its shareholders, directors, officers, employees, or acents
("Voicenet group") be liable to customer for any indirect, special, consequential, economic damages, lost profits or any other damages, including personal injury or death, arising out of, or in any way related to this agreement or in
any way related to the fallure of voicenet to perform its obligations under this agreement customer agrees and
understands that voicenet group has not made any representations or warranties with regard to service interruption: network security, or information on the internet should any fallure of performance by voicenet
Continue for ten (10) or more days, customer shall be permitted to terminate this agreement, upon which this
AGREEMENT SHALL BE NULL AND VOID AND THE PARTIES SHALL HAVE NO FURTHER RESPONSIBILITY TO EACH OTHER; AND (6) VOICENET GROUP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER IN ANY WAY RELATED TO THIS AGREEMENT. BY WAY
of example this includes, but is not limited to, network security. Loss of data and e-mail, resulting from DELAYS.
nondeliveries, wrong deliveries and any and all service intercuptions caused by voicenet, its shareholders, directors, officers, employees or agents even if dus to their own negligence or due to any act or omission of the
CUSTOMER OR ANY THIRD PARTY
12. Independication and Bold Hartaless: Customer agrees to indemnify and hold harmless the Voicenet Group from any and all claims that may arise as a result of Customer's use of this service provided by Voicenet Voicenet Group shall not be liable under any theory for preterion from any unanthorized access of
Customer's property, even if resulting from the Voicemet Group's negligence. This indemnification and hold harmless section shall include all reasonable atterneys.
fees, costs and expenses insured by Voicenet. 13 <u>Discisioner of Representations and Warranties</u> Voicenet disclaims any and all representations, warranties, express or implied, including by way of example
that is not exclusive, those concerning: (a) availability accuracy or commit of information products or services; (b) third party software; and (c) menchantability or
fitness for a penticular purpose 14
execution shall be coverned by the laws of the Commonwealth of Pennsylvania Without regard to any conflict of law provisions
15 Jariesterion and Venne: Juriediction and venue of all disputes shall be in the Count of Common Pleas of Philadelphia County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania
16 Notice: For currous of this Agreement notice shall be conclusively deemed to have been received by Customer as follows: (1) upon hand delivery; (2) within.
thirty minutes after same is fasted or sent by a mail Monday strough Friday 9:00 a m through 5:00 p m; and (3) 48 hours after same is placed in the U S Mail. Anthority: Each person executing this Agreement on behalf of Customer represents and wearants that he or she has been fully empowered to do so and that all
penessary comparate actions (if any) required for the execution of extrements have been taken
Entire Agreement: This Agreement, any applicable Service Order and Voicener's Access Service Agreement found at www.voicenet.com/secres.html sets forth the entire understanding between the parties it shall not be amended or modified except in writing, and such writing must be exceuted by both parties. This
Agreement superseder any and all prior paresments between the parties whether oral or in writing
CUSTOMER HEREBY ORDERS FROM VOICENET, pursuant to the terms and conditions hereof, the products and services aforementioned for the location and terms specified in this order. The terms begin on the first day of the month following installation of services or equipment.
ACCEPTED BY VOICEDET: ACCEPTED BY VOICEDET: DATE:
1) MUXXL IS Reh 86!
NAME and TITLE NAME and TITLE
Carmen A. DiCamillo, President Martina Kominiarek, Executive Director



Universal Service Administrative Company Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2006-2007

December 18, 2006

Joseph Kyle Weir Bucks County Free Library 150 South Pine Street Doylestown, PA 18901-4932

Re: Applicant Name:

BUCKS COUNTY FREE LIBRARY

Billed Entity Number: Form 471 Application Number:

126056 530303

Funding Request Number(s):

1463385

Your Correspondence Received: October 16, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC): If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s):

1463385

Decision on Appeal:

Denied

Explanation:

- Upon review of your appeal letter and all supporting documentation, USAC has determined that during the original review of this application, you informed us that the service requested was for flat rate POTS lines and 911 service. As the telecom provider you chose for this service was not eligible, the request was denied. At the time of this appeal review, the service provider is still not a telecomm provider.
- An Eligible Telecommunications Provider (ETP), a USAC term used for "telecommunications carrier," is an entity that provides telecommunications services, i.e., transmission services on a common carriage" basis. To be a telecommunications carrier, the carrier must (1) allow the customer to transmit information of its own design and choosing, without change in the form or content

of the information, and (2) provide that capability for a fee directly to the public, or to such classes of users as to be effectively available to the public (i.e., hold itself out to serve indifferently all potential users). USAC makes commitments for telecommunications services for applicants when the service provider is identified in USAC's database as an ETP; but, notwithstanding that identification, it is the service provider that is responsible for ensuring it meets these requirements in all instances of discounted telecommunications services. All telecommunications carriers are required under to file an FCC Form 499A. By filing a Form 499A and checking at least one of the boxes on line 227, USAC may designate a service provider as an eligible telecommunication provider in its database. Since your appeal has not brought forth persuasive information that USAC has erred in its determination, your appeal is denied.

• Your Form 471 indicates that you selected a service provider that has not been designated as an eligible telecommunication carrier in the USAC database: Voicenet. FCC regulations provide that telecommunications carriers are eligible for universal service support. 47 C.F.R. sec. 54.501(a). The FCC has determined that to be eligible to receive universal service support for telecommunications services, the provider must provide telecommunications services on a common carrier basis. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Red 8776, 8850-8851, FCC 97-157 para. 134 (rel. May 8, 1997)

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company